

injunction was granted as prayed. Some time after the defendants, having answered, gave notice of a motion to dissolve the injunction. The particular circumstances of the case sufficiently appear in the opinions delivered by the Chancellors.

31st March, 1821.—KILTY, *Chancellor*.—The motion to dissolve the injunction in this case, came on to be heard according to notice, and was argued by counsel for *Manhardt*, (the said counsel having also been made a defendant;) and by the complainant in proper person.

On considering the bill, answers and exhibits, I am of opinion, that the equity of the bill is not denied or destroyed; and that the defendant *Manhardt* is not entitled to a dissolution of this injunction. It is apparent from the answer of *Manhardt*, that he relies on the verdict, or his statement of the course of law by which the sum due from the complainant was ascertained, for the amount thereof; which amount he was clearly mistaken in. His debt against *Bryden* was \$6654, in 1818; making, with the interest, \$9326 62. But *Chase's* debt to *Bryden* could, at most, have been only \$6000, with interest from 1812. And it was admitted in the argument, that there was a mistake of several hundred dollars by the jury's finding a verdict for the sum due from *Bryden*, instead of the sum due from *Chase* as garnishee. *Manhardt* states his information and belief, that the verdict and judgment at law were obtained upon a full and fair trial upon competent evidence; and he denies, that he authorized his counsel to relinquish any part due on the verdict.

As to the first point, it appears from the answer of *J. Purviance*, Esq'r, to which no objection has been made, that the trial was not a full one, nor in the ordinary course where a serious opposition is intended; but that he permitted a verdict to be entered for what he supposed to be the balance of principal and interest; and not alleging, that he was regularly the counsel of the complainant, though he was of *Bryden*.

And as to the second point, *J. Purviance* states in his answer, that he was ready to wait on *D. Hoffman*, Esq'r, counsel for *Manhardt*, to correct any errors, and *D. Hoffman* states his belief, that he informed the complainant the excess, if any in the verdict, would not be claimed; which, as counsel for *Manhardt*, he had a right to do. And it appears by his answer, that the verdict was rendered for the amount supposed to be due, to wit, \$6654, principal, with interest from 1808, which were the sums due from *Bryden*.